



NAVAJO COUNTY NOTICE OF INVITATION FOR BIDS IFB NO. F16-10-24

Inmate Commissary and Resident Banking Service

The Navajo County Board of Supervisors is seeking bids from qualified suppliers to provide Inmate Commissary and resident banking Services for the Navajo County jail located in Holbrook, Arizona. The contract for these services shall be a (3) three year contract with two annual extensions thereafter.

Competitive sealed bids for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office, 100 East Code Talkers Drive, Holbrook, Arizona 86025, until the time and date shown below. Bids received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Bids must be in the actual possession of the Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late bids shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office. Bids shall be delivered to Navajo County at the place, time and date indicated on the IFB.

Bids must be submitted in a sealed envelope. The **IFB number** and the **proposers name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate IFB number, name and address on the outside of the bid package or envelope may be cause for the bid to be deemed invalid. All bids must be completed in ink or typewritten. Questions must be in writing, received prior to November 23, 2016 and addressed to the Purchasing Agent listed below.

IFB NUMBER:	F16-10-24
IFB DUE DATE:	November 30, 2016 AT 3:00 P.M. LOCAL AZ TIME
PUBLIC OPENING DATE:	November 30, 2016 AT 3:15 P.M LOCAL AZ TIME
SUBMITTAL LOCATION:	Clerk of the Board of Supervisor's Office 100 East Code Talkers Drive Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO:

Joyce Alexander, Procurement
(928) 524-4322
joyce.alexander@navajocountyaz.gov

WMI 11-9-16 & 11-16-16

Publish Date(s) JAA

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BACKGROUND

The Navajo County Board of Supervisors is seeking bids from qualified suppliers to provide Inmate Commissary and Resident Banking Services for the jail located in Holbrook, Arizona. The contract for these services shall be a three (3) year contract with two annual extensions thereafter. The Navajo County Sheriff's Office operates the Navajo County Detention facilities with an average daily population of 400 inmates. Inmates are to receive commissary items once per week within the same week as order is placed.

SCOPE OF WORK

The following items are requirements of this bid. In order for a bid to be deemed responsive, all bidders must be able to provide the following:

1. Proposed vendor must have minimum (5) five consecutive years current business history in the Inmate Commissary Services business and inmate banking services.
2. Proposed vendor must have current contracts with at least (5) five public correctional entities of similar size and complexity as Navajo County or larger.
3. Proposed vendor must supply a current audited financial statement showing the company's financial viability.
4. If proposed vendor is using third party suppliers for any components of this bid, the vendor submitting the bid must be the single point of contact for Navajo County. Upon bid award, the offeror being awarded the contract shall be the single point of contact and shall not be delegated to a third party supplier without the written consent of Navajo County. Proposed vendor shall supply list of all third party suppliers and/or sub-contractors on Attachment B.
5. Proposed vendor must supply a current list of all items available through commissary services for evaluation.
6. The cost to provide the inmate resident banking services shall be factored into the bid proposal so that there is no charge to Navajo County for any portion of the services, software, hardware or any other requirement to operate the resident banking service.
7. Software/Hardware Specifications:
 - a. Software:
 - i. The vendor must own and support their software with no third party involvement.
 - ii. The software application must be web based Intranet/Internet application.
 - iii. The software shall be written in a relational database.
 - iv. Vendor shall provide access authority protocols that will demonstrate to the County that the data integrity is protected.
 - v. Upon completion of the contract term, the Navajo County Sheriff's Office will be granted a non-exclusive license to the proposed inmate banking software provided by the vendor. This will insure the continuity of inmate accounting history and reporting. **This is a mandatory requirement of this bid.**
 - vi. Software must be able to interface with Spillman every fifteen minutes either by flat file or real time.
 - vii. Provide training of all proprietary software to the staff.

- b. Software Features – Inmate banking software must provide an accurate, cashless accounting of all inmate monies, expenses and purchases. At a minimum, it must contain all of the features and reporting included in the invitation for bids. The following requirements are mandatory specifications that will be required of the proposed resident banking software. The system must contain all of the requirements and system features that are outlined below. These features must currently exist in the resident banking software at the time of bid submission for the bid to be deemed responsive. If your software does not have the features, functionality and reporting listed below, the bid will be deemed non-responsive and not considered for bid award.
- i. General ledger with automatic dual accounting posting
 - ii. General ledger reporting for all ledger accounts
 - iii. Data specific reports for all ledger accounts
 - iv. Provide for a trial balance to be run at any time, inflow and outflow of funds
 - v. Fiscal year maintenance with end of month reporting
 - vi. Checkbook capabilities with checkbook reconciliation
 - vii. Provide an automatic checkbook reconciliation module
 - viii. Resident bail module complete with reports screen
 - ix. Resident receivables module complete with reports section
 - x. Automatic check writer with MICR check writing
 - xi. Positive pay module to transmit check information to bank
 - xii. Allow for debt to be collected based upon percentage of incoming funds to be determined by the facility
 - xiii. Allow for collected funds to be applied to debts either by priority, percentage, or both as defined by the facility
 - xiv. System must always be in balance with the general ledger
 - xv. Provide reports on cash drawer balancing and balance history
 - xvi. Provide reports on commissary orders, order rejections, commissary sales, and products offered
 - xvii. Provide reports on frozen inmate accounts with administrative holds or other facility designated restrictions
 - xviii. Provide account summaries (both individual and facility including transaction history)
 - xix. Provide for reports on all checkbook activity by operator defined criteria
 - xx. Provide reports based on user definable data time periods
 - xxi. Allow for accounts to be closed with a facility defined minimum balance not to be paid to resident
 - xxii. Provide for inactivity maintenance to include reporting and reclamation of moneys
 - xxiii. Provide for resident intake and release reporting
 - xxiv. Allow for multiple profit accounts to be maintained within the software
 - xxv. Provide for facility and operator log reports
 - xxvi. Provide for the ability to perform automated group charges by facility designated criteria
 - xxvii. Allow for the classification of inmates for the purpose of precluding charges being made on those accounts

- xxviii. Allow for the assignment of a facility designated permanent number to each inmate
 - xxix. Allow for reports to be run on both permanent number for each resident
 - xxx. Allow for the primary "name" number to be modified when errors occur in resident identification
 - xxxi. System must be equipped with a device capable of delivery verification to the end user
 - xxxii. Allow for funds to be transferred from one resident account to another by authorized personnel
 - xxxiii. Allow funds to be transferred into inmates account and tracked to identify where funds came from and who transferred funds into the account.
 - xxxiv. The banking software must allow for resident releases to be done by cash, check, credit or debit card or combination of these as determined by the facility.
 - xxxv. The banking software/service must provide an 1-800 phone number and a website where outside persons can use a credit card that will automatically debit/credit an inmate's account and will automatically deposit to the bank.
 - xxxvi. The software must be capable for the county to implement an automated request program through a housing unit kiosk
 - xxxvii. Access to the kiosk must be through either a biometric fingerprint system or inmate identification number. The facility shall determine the preferred method of access
 - xxxviii. The software must be able to implement a debit card release program
 - xxxix. The software must have its own phone ordering module
 - xl. The software must have the ability for order availability to be adjusted by the staff.
 - xli. Must also have the ability to shut off outside PAC orders.
 - xlii. Software must allow for the generation of reports using multiple query formats.
- c. Software Support:
- i. Vendor must provide dedicated technical support both online and available to support on site if necessary to ensure system, software and equipment is functioning properly and any issues are responded to within two hours and corrected within eight hours of notification.
 - ii. Data backup shall be on a daily basis and vendor shall provide information on how this offsite process is performed and the security of the back-up.
 - iii. Vendor shall demonstrate their disaster recovery plan for data, system and software.
- d. Software Interface:
- i. The proposed system must interface seamlessly in "real time" with the existing jail management system, Spillman.
 - ii. System must be able to use Spillman data and close out an inmate's commissary account at time of out processing and release.
- e. Hardware:

- i. Vendor must provide POD kiosk device capable of providing inmates with account history, commissary ordering, receivables charges and bail information. The kiosk system must contain the capability of allowing inmates to submit electronic requests and be customizable to allow flexibility of request types. The submitted requests must be manageable from any workstation in the facility and securely accessed using user log in and password.
 - ii. Vendor must provide Booking Kiosk device capable of accepting currency at admissions and issues a check to inmate upon release.
 - iii. Lobby Kiosk for visitors' access to place monies on account or access information.
 - iv. Vending machines in certain pods.
 - v. Portable tablet kiosk for high risk units.
- f. Equipment:
 - i. One (1) Server
 - ii. Three (3) Work Stations (2 in commissary and 1 in booking)
- g. Three (3) 20" flat screen monitors
 - i. One (1) MICR Check Printer
 - ii. One (1) Signature Pad
 - iii. Two (2) Receipt Printers
 - iv. Twenty (20) Housing Unit Kiosks (kiosks must be ADA compliant or compatible with phone vendor kiosk.)
- h. Cabling and Network:
 - i. Installation of all cabling must be completed in a professional manner, consistent with best practices for an institutional/jail environment. Contractor/Vendor must have any/all current licenses required to perform work in the State of Arizona.
 - ii. Cables in areas of inmate access must be hardened to prevent tampering and/or destruction.
 - iii. System network must run parallel to the existing production network in the jail. There will be one connection point permitted between the county and commissary networks, secured by a Cisco or equivalent firewall.
 - iv. At the end of install and testing, administrative control for the firewall security settings must be transferred to the Navajo County Sheriff's Office.
 - v. Due to limited utility power availability in inmate housing areas, bid documents must specify whether kiosk equipment is POE (power over Ethernet), or will require another power source. If another power source is required, bid documents must describe how the vendor will address supplying power to the kiosk devices, consistent with best practices for institutional environments.
 - vi. Integration into the current RMS (Records Management System software - Spillman) will be the vendor's preference, but must update at intervals no longer than 15 minutes in duration.
 - vii. System must be capable of automatically closing an account and printing checks when staff book out an inmate in the RMS, with no additional actions by those staff after they have completed RMS entries.

8. Commissary Operations:

- a. The offsite commissary services must be provided once per week to each inmate and must be services as follows: Orders by Monday 5:00 PM Arizona time shall be delivered no later than the Wednesday of the same week by 5:00 PM Arizona time.
- b. All deliveries shall be made to the Navajo County Jail: 100 E. Code Talkers Drive, Holbrook, Arizona 86025
- c. Commissary operations shall provide for a service level of 98% fill rate.
- d. Commissary online catalog shall indicate if items requested are in stock or out of stock
- e. In addition to name brand items, Navajo County will consider proposals for private label item substitutions provided that supplier provides samples and pricing of all proposed private label items at time of bid submittal. Navajo County reserves the right to accept or deny any private label item.
- f. Pricing of all products will be "market priced" as identified by Navajo County.
- g. Pricing shall be reviewed on an annual basis or as significant increases or decreases occur
 - i. Requests for pricing increases or decreases must be made in writing to Navajo County designated representative accompanied with the economic business justification that clearly illustrates the basis for the requested adjustment. No pricing adjustments will be considered without the appropriate justification.
- h. Identify ordering and delivery procedures
- i. Provide complaint resolution process
- j. Provide product return process
- k. Commissary Reporting:
 - i. Provide quarterly sales reports
 - ii. Provide inmate history of all items requested/received monthly
 - iii. Provide monthly order/item report
 - iv. Provide debt payment history and how much owed
 - v. Provide relational tracking of individuals who deposit funds in inmates accounts
 - vi. Provide list of canned reporting capabilities
- l. Commissary and Banking Software/Hardware Training:
 - i. Supplier shall be responsible for providing hands on training and materials for all software applications and hardware provided for Navajo County Detention staff.

9. All individuals conducting work in the Navajo County Jail must submit the following information for a security background check prior to them commencing any work on County premises.

- a. Full Name
- b. Date of Birth
- c. Social Security Number

10. Pricing: Exhibit "A" included in this IFB identifies pricing that shall remain firm for the items listed for the term of the contract. Supplier shall have the opportunity annually at the anniversary of the contract award date to request a price increase for only those items that can be justified through legitimate business documentation.

11. New product additions and product deletions: Any and all additions and deletions to product list shall be approved by jail commander and pricing of new add products shall be mutually agreed upon by supplier and jail commander.
12. Commission rate and minimum guaranteed annual commission: Vendor will identify commission rate to be paid on the total gross aggregate amount of items purchased. This commission rate shall not change over the life of the contract vendor shall also provide the total guaranteed annual minimum commission that will be paid to Navajo County Sheriff's Office.
13. Service and Support Requirements:
 - a. Vendor shall be responsible for all facets of maintenance support on a twenty-four (24) hour, seven (7) day per week basis. Vendor shall respond to initial request for service within (2) two hours of notification and problem resolution within (6) six hours from initial notification.
 - b. Vendor shall provide a system of documenting all requests for service and a service log identifying report time and problem resolution.
 - c. Vendor shall provide a detailed customer survey to be administered quarterly and shall meet quarterly with Jail Commander and staff to review survey detail and address any issues. All meetings shall be documented by the vendor and distributed to Navajo County designated personnel.
 - d. Service capability includes:
 - i. Remote programming, diagnostics, downloading and trouble-shooting.
 - ii. All software, hardware and equipment maintenance and upgrades at no additional charge.
 - e. Vendor is responsible for all costs for providing equipment, software, and interface from Spillman system, maintenance, and support, repair of all software, hardware and equipment.
 - f. Provide maintenance to diagnose problems, determine proper solutions and provide the implementation of any required solutions, change, modification, updates or other services which are necessary to allow the software, hardware and any other equipment to perform in accordance with the specifications.
14. Commission Accountability:
 - a. The commission offered to the Navajo County Sheriff's Office shall be based on total gross revenues. No deduction shall be made for any cost of providing the service described herein.
 - b. Vendor shall maintain a copy of current commission on file with Navajo County Sheriff's Office.
 - c. Commissions shall be paid MONTHLY and shall be accompanied by an inmate commission and summary report which shall include, at a minimum, the following information:
 - i. Date of report time

- ii. Period covered total
 - iii. Gross revenue (as defined above)
 - d. Such payment shall arrive no later than thirty (30) days following the calendar month for which commissions are being paid.
 - e. Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, any agreement executed as a result of the IFB.
15. Navajo County Sheriff's Office reserves the right to audit commission on an annual basis. In the event any error to the detriment of the Navajo County Sheriff's Office is found (whether unauthorized deduction or other) Vendor shall be responsible for immediate payment of the underpaid amount PLUS a penalty equal to 25% of the underpaid amount. Payment of such amount and penalty is non-negotiable. Failure to remit such payment within 15 days of notice shall constitute default by vendor.
16. Bidders shall provide their best and final offer for commission rates. "Bonuses" or other incentives will NOT be considered and may cause a bid to be deemed non-responsive.
17. Contract Period: Any contract awarded as a result of this IFB shall remain in effect for a period of three (3) years beginning approximately on December 13, 2016. Upon expiration of the initial term, this agreement may be renewed for up to two (2) consecutive additional one (1) year terms, provided both parties mutually agree in writing. Either party may terminate this contract with thirty (30) day written notice.

INSTRUCTIONS TO OFFERORS

1. **BID FORMAT:** Original and 3 copies (4 total) of each should be submitted on the forms and in the format specified in the IFB. The original copy of the bid should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the IFB. The sections of the submittal should be tabbed. The County will not provide any reimbursement for the cost of developing or presenting bids in response to this IFB. Failure to include the requested information may be reason for a bid to be deemed non-responsive and not considered.
2. **PREPARATION OF BIDS:**
 - A. All bids shall be on the forms provided in this Invitation for Bids package. It is permissible to copy these forms as required. Facsimiles, telegraphic bids or mailgrams shall not be considered.
 - B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the bid. Bid will be deemed non-responsive and rejected if offer page is not signed.
 - C. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the vendor offer.
 - D. In case of error in the extension of prices in the bid, unit price shall govern when applicable.
 - E. Periods of time, stated as a number of days, shall be in calendar days.
 - F. It is the responsibility of all Offerors to examine the entire Invitation for Bids package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
3. **WHERE TO SUBMIT BIDS:** In order to be considered, the Offeror must complete and submit their Bid to the Clerk of the Board of Supervisor's Office at the location indicated, or prior to the exact time and date indicated on the Notice of Invitation for Bids page. The Offeror's bid shall be presented in a sealed envelope. The words "SEALED BID" with SERVICE DESCRIPTION, IFB NUMBER, DATE AND TIME OF BID OPENING shall be written on the envelope.
4. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
5. **INQUIRIES:** Any question related to an Invitation for Bids shall be in writing and directed to the Procurement Officer whose name appears on the front side of this document. The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Any correspondence related to a solicitation should refer to the appropriate Invitation for Bids number, page and paragraph number. However, the Offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened

until after the official bid due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Invitation for Bids amendment will be binding.

- 6. REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their bid. Any such request shall be for informational purposes only and does not constitute discussions.
- 7. AWARD OF CONTRACT:** Notwithstanding any other provision of the Invitation for Bids, the County reserves the right to:
- (1) Waive any immaterial defect or informality; or
 - (2) May make multiple awards
 - (3) Reject any or all bids, or portions thereof; or
 - (4) Reissue the Invitation for Bids.

A response to any Invitation for Bids is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Invitation for Bids. Bids do not become contracts unless and until they are executed by the County's Procurement Manager. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Invitation for Bids, unless any of the terms and conditions are modified by a Invitation for Bids amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

- 8. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a bid, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Bid will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- 9. LATE BIDS:** Late bids shall not be considered.
- 10. WITHDRAWAL OF BID:** At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the bid. Facsimile or telephone withdrawals shall not be considered.
- 11. AMENDMENT OF INVITATION FOR BIDS:** The Offeror shall acknowledge receipt of a Invitation for Bids amendment by signing and returning the document by the specified due time and date.
- 12. SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the Offeror's bid.
- 13. CONFIDENTIAL INFORMATION:** If a person believes that any portion of a bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
- 14. SUBCONTRACTORS/ THIRD PARTY SUPPLIERS:** Offeror must list any subcontractor or third party supplier to be utilized in performance of services herein. For each subcontractor or third party supplier, detail on respective qualifications must be included. Offeror shall be the single point of contact for this bid

submission and upon contract award shall be the single point of contact for the contractual requirements of the contract.

15. UPON NOTICE OF INTENT TO AWARD: The apparent successful Offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.

16. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Invitation for Bids is an offer to contract with the County based upon the contract provisions contained in the County's Invitation for Bids, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Invitation for Bids cannot be modified without the express written approval of the Procurement Manager or his designee. If a bid or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Manager or his designee, the contract provisions contained in the County's Invitation for Bids shall prevail.

17. BID RESULTS: Bid results **are not** provided in response to telephone inquiries. A tabulation of bids received is on file in the Procurement Office and available for review, upon written request, after contract award.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE

The Vendor Agrees to:

At Vendor's own expense, obtain stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 for insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force for vendor and sub-vendors who will be working on Navajo County property. The Vendor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the work. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage in any policy. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

The Vendor shall furnish the County with certificates of insurance which name the County as additional insured in an amount as required in this contract.

Provide and maintain minimum insurance coverage as follows:

- **Commercial General Liability.** **VENDOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
 - The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.
 - The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **VENDOR'S** operations and products.
- **Automobile Liability.** **VENDOR** shall maintain Automobile Liability Insurance and, if necessary, **Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage** of no less than \$1,000,000, each occurrence, with respect to **VENDOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- **Workers' Compensation.** **VENDOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **VENDOR'S** employees engaged in the

performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- **VENDOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **VENDOR** pursuant to this agreement.
- In case any work is subcontracted, **VENDOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **VENDOR**.
- Certificates of Insurance.
 - Prior to commencing work or services under this Contract, Vendor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**
- In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **VENDOR'S** work or services and as evidenced by annual Certificates of Insurance.
- If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.
- Cancellation and Expiration Notice.
 - Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

2. **CONTRACT TERM**

The contract term is three (3) years with two (2) one-year renewal periods mutually agreed upon by both parties. A contract extension shall be executed within thirty (30) days of original contract term.

3. **KEY PERSONNEL**

Vendor shall provide list of any other key personnel and their function providing services under this contract.

4. **AMENDMENTS:** Amendments may be obtained during regular business hours at the Navajo County Procurement Office at: 100 East Carter Drive, Holbrook, Arizona 86025 or www.navajocountyaz Finance/procurement. It is the Vendor's responsibility to obtain a copy of any amendment relevant to this solicitation. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.

5. **ELIGIBILITY FOR COOPERATIVE PURCHASING** The Offeror shall indicate on the price page whether other public agencies may purchase off of the contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may purchase off of the contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.
6. **TAX:** No tax shall be levied against labor. It is the responsibility of the Vendor to determine any and all taxes and include the same in bid price.
7. **DELIVERY:** It shall be the Vendor's responsibility to meet the proposed delivery requirements. Navajo County reserves the right to obtain services on the open market in the event the Vendor fails to make delivery and any price differential will be charged against the Vendor.
8. **HB 2151 – Iran Investments A.R.S § 35-393**
 - a. Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Iran and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Iran.
9. **HB 2151 – Sudan Investments and Business Operations A.R.S § 35-391**
 - a. Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Sudan and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Sudan.
10. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.**
 - a. The Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the vendor may be subject to penalties up to and including termination of the contract.
 - c. Failure to comply with a State audit process to randomly verify the employment records of vendors and subcontractors shall be deemed a material breach of the contract and the Vendor may be subject to penalties up to and including termination of the contract.
 - d. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the vendor or subcontractors is complying with the warranty under paragraph a.

Navajo County
County Vendor Employment Record Verification Form and
Employee Verification Worksheet
Complete and return within 30 days of receipt or as specified in cover letter to:

Navajo County Procurement
P.O. Box 668
Holbrook, Arizona 86025

A.R.S. §41-4401 requires as a condition of your contract verification of compliance by the vendor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form and attached Employee Verification Worksheet the vendor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein. Failure to complete and submit this form and attached worksheet on or before the request date to the above cited address and/or the falsification of any information provided herein shall be considered a material breach of the contract.

Contract Number/State Agency/Division		
Vendor Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The vendor complies with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. §23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. §23-214 related to the immigration status of their employees; and
3. The vendor has identified all vendor and subcontractors employees who perform work under the contract on the attached Employee Verification Worksheet and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. §23-214.

Signature of Vendor (Employer) or Authorized Designee:
Printed Name:
Title:
Date: (month/day/year)

Navajo County, Arizona Employee Verification Worksheet

Vendor shall identify all vendor and subcontractor employees performing work under this contract and shall verify and certify that all employees working under this contract are in compliance with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214..

Vendor Name: _____ Authorized Signature: _____

State Contract Number: _____ Date: _____

(Please copy and complete as necessary.)

EMPLOYEE NAME - PLEASE TYPE OR PRINT	EMPLOYEE NAME - PLEASE TYPE OR PRINT

NAVAJO COUNTY PROCUREMENT OFFICE
100 EAST CODE TALKERS DRIVE
P. O. BOX 668, HOLBROOK, AZ 86025

INVITATION FOR BIDS F16-10-24

State of Arizona, Employee Verification Worksheet October 2008.

STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
 - C. The Proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - D. The Proposer submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the company and has the authority to bind the proposer to the contract.

2. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

In the opinion of the County, Vendor provides personnel that do not meet the requirements of the contract;

In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, Vendor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality;

Vendor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.
4. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Vendor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

- 5. INDEPENDENT VENDOR:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Vendor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

Navajo County will not provide any insurance coverage to the Vendor, including Workers' Compensation coverage. The Vendor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Vendor should make arrangements to directly pay such expenses, if any.

- 6. AFFIRMATIVE ACTION:** Vendor agrees to abide by the applicable provisions of the County. Vendor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.
- 7. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
- 8. PATENT INFRINGEMENT:** The procuring agency should advise the Vendor of any impending patent suit and provide all information available. The Vendor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Vendor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
- 9. DUPLEXED/RECYCLED PAPER:** The Vendor shall ensure that, when practicable, all printed materials produced by the Vendor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 10. AMERICANS WITH DISABILITIES ACT:** The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
- 11. CONFIDENTIALITY OF RECORDS:** The Vendor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

12. **GRATUITIES:** The County may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.
13. **APPLICABLE LAW:** This contract shall be governed by, and the County and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in federal or state courts in the State of Arizona.
14. **CONTRACT:** The contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Vendor in response to the Invitation for Bids. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Invitation for Bids. The County reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreements in any form.
15. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Navajo County Procurement Code.
16. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized to enter into contracts on behalf of the Vendor.
17. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
18. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.
19. **PROTECTION OF GOVERNMENT BUILDINGS:** The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Vendor fails to do so and damages such buildings, equipment and vegetation, the Vendor shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor shall be liable for the cost thereof, which may be deducted from the contract price.
20. **INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of

performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

- 21. ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the Vendor without prior written permission of the County, and no delegation of any duty of Vendor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
- 22. SUBCONTRACTS:** No subcontract shall be entered into by the Vendor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Vendor referred to herein. The Vendor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
- 23. RIGHTS AND REMEDIES:** No provision in this document or in the Vendor's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Manager. A protest of an Invitation for Bids shall be received at the Procurement Office before the Invitation for Bids opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
- A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the Invitation for Bids or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
- 25. WARRANTIES:** Vendor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Vendor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 26. INDEMNIFICATION:** To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witness fees, the cost of appellate proceedings, and alternative dispute resolution costs), relating to, arising out of or resulting from Vendor's work or services. Vendor's duty to defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees

shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property, including loss of use or diminution in value, resulting from, caused in whole or in part by any act or omission of Vendor, anyone Vendor directly or indirectly employs or anyone for whose acts Vendor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Navajo County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- 27. OVERCHARGES BY ANTITRUST VIOLATIONS:** The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.
- 28. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.
- 29. ADVERTISING:** Vendor shall not advertise or publish information concerning this contract without prior written consent of the County.
- 30. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Vendor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 31. FORCE MAJEURE:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- 32. INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Noncompliance shall conform to the cancellation clause set forth in this document.

- 33. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Vendor or any other person except with prior written permission by the County.
- 34. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
- 35. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
- 36. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Vendor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
- 37. LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Vendor until payment in full is made by the County. Upon request of the County, the Vendor shall provide a formal release of all liens.
- 38. COMMISSION COLLECTION:** Commissions shall be paid monthly and such payment shall arrive no later than forty-five (45) days following the calendar month for which commissions are being paid. Failure to pay accurate commissions on a regular basis shall be grounds for contract termination.
- 39. LICENSES:** Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract.
- 40. COST OF BID PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- 41. PUBLIC RECORD:** All bids submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
- 42. SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a vendor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.
- 43. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of bid as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the County may, at its sole option, ask the Offeror to provide the information or evaluate the bid without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

"County"	Navajo County, Arizona
"Vendor/Contractor"	The individual, partnership, or corporation who, as a result of the competitive bid process, is awarded a contract by Navajo County.
"Contract"	The legal agreement executed between Navajo County, Arizona and the Vendor/Contractor.
"Contract Representative"	The County employee or employees who have specifically been designated to act as a contact person or persons to the Vendor, and responsible for monitoring and overseeing the Vendor's performance under this contract.
"Procurement Manager"	The contracting agent for Navajo County.

44. **SUSPENSION OR DEBARMENT CERTIFICATION**

By signing the Offer section of the Offer and Acceptance page, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The state also may exercise any other remedy available by law.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this bid.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

PRICING OFFER

COMMISSION RATE:

- A. Provide the commission rate_____
- B. Provide Annual Guaranteed Minimum Revenue Amount _____

DO NOT PROVIDE UNSOLICITED OFFERS OF ANY KIND, ONLY THE (1) COMMISSION RATE WILL BE CONSIDERED. IN THE EVENT TWO OR MORE BIDS OFFER THE SAME COMMISSION, THE GUARANTEED MINIMUM ANNUAL COMMISSION WILL BE THE DETERMINING FACTOR. IN THE EVENT TWO OR MORE BIDS OFFER THE SAME COMMISSION RATE AND GUARANTEED MINIMUM REVENUE A SELECTION COMMITTEE COMPRISING THE ASSISTANT COUNTY MANAGER, PROCUREMENT DIRECTOR AND JAIL COMMANDER SHALL EVALUATE EACH BIDDER'S REFERENCES, FINANCIAL POSITION, AND EXPERIENCE WITH FACILITIES OF COMPARABLE SIZE AND OTHER RELEVANT FACTORS IN MAKING THE BID AWARD RECOMMENDATION.

ELIGIBILITY FOR COOPERATIVE PURCHASING

The Offeror shall indicate on this page whether other public agencies may participate in this contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may participate in this contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

_____ YES – Eligible for cooperative purchasing

_____ NO – Not eligible for cooperative purchasing

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and/or executed and submitted with the bid. If Vendor fails to complete and/or execute any portion of the bid documents, this bid will be determined to be “non responsive” and rejected.

BID CHECKLIST

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

Original and three (3) copies Total of 4 Bids

Copy of Original IFB and Amendments

Employment Record Verification Form and
Employee Verification Worksheet (P. 16 -17)

Certification Regarding Debarment, Suspension
And Other Responsibility Matters (P. 25 - 26)

Pricing Offer (P. 27)

Bid Checklist (P. 28)

W-9

Offer and Acceptance (P. 29)

Attachment A References (P. 30)

Attachment B List of Sub-Contractors or 3rd party suppliers (P. 31)

Attachment C Current Audited Financials (provided by Offeror)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

#1

#2

#3

#4

#5

Initials/

Date

Signed and dated this _____ day of _____, 2010

_____ Authorized Signatory for Firm _____ Title

OFFER FORM

TO NAVAJO COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Invitation for Bids.

In accordance with A.R.S. § 35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S § 35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

E-mail: _____

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

ACCEPTANCE OF OFFER BY NAVAJO COUNTY:

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in IFB# F16-10-24 including all terms, conditions, specifications, amendments, etc., and the Vendor's Offer as accepted by Navajo County.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives this signed sheet, or written notice to proceed.

Awarded this ____ day of _____ 20____

AUTHORIZED SIGNATURE

Attachment A

Vendor References

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

Vendor references will be checked prior to bid award recommendation. Substantial negative feedback may be reason for vendor's bid to be deemed not responsible therefore rejected from further evaluation or bid award.

Additional Investigations: The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a bid.

Prior Experience: Prior experiences with the County and entities shall be taken into consideration when evaluating whether a bidder is responsive and responsible.

ATTACHMENT B
LIST OF SUB-CONTRACTORS AND 3RD PARTY SUPPLIERS

NAVAJO COUNTY PROCUREMENT OFFICE
100 EAST CODE TALKERS DRIVE
P. O. BOX 668, HOLBROOK, AZ 86025

INVITATION FOR BIDS F16-10-24

ATTACHMENT C
AUDITED FINANCIAL DOCUMENTS (PROVIDED BY OFFEROR)